



# L&A Agency Services Limited

Property searches • Company formations • Company searches

## REGULATED LOCAL AUTHORITY SEARCH

### LAND CHARGES SUMMARY

The Land Charges Register revealed TWO registration(s) as described in the schedule hereto attached

### PLANNING & BUILDING REGULATIONS

Section 1 No entries

### ROADS & PUBLIC RIGHTS OF WAY

Sample Road is adopted  
Section 2 No entries

### OTHER MATTERS

|   |      |
|---|------|
| 3.1 Land required for public purposes                               | None |
| 3.2 Land acquired for Road Works                                    | None |
| 3.3 Drainage Agreements and consents                                | None |
| 3.4 Nearby Road Schemes   | None |
| 3.5 Nearby Railway Schemes  | None |
| 3.6 Traffic Schemes   | None |
| 3.7 Outstanding Notices   | None |
| 3.8 Contravention of Building Regulations                           | None |
| 3.9 Notices, Orders, Directions and Proceedings under Planning Acts | None |
| 3.10 Community Infrastructure Levy                                  | None |
| 3.11 Conservation Area  | None |
| 3.12 Compulsory Purchase  | None |
| 3.13 Contaminated Land  | None |
| 3.14 Radon Gas  | None |
| 3.15 Assets of Community Value                                      | None |

**Property Address:**

**Local Authority:**

**Your Reference:**

**Client:**

**Our Reference:**

**Date:**

If you have any queries regarding this search, please do not hesitate to contact us on [locals@lawagents.co.uk](mailto:locals@lawagents.co.uk)



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@lawagents1

Report Reference:  
Dated:

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## **LAND CHARGES SCHEDULE**

Part 3

| Reference | Decision | Date | Details |
|-----------|----------|------|---------|
|           |          |      |         |

Part 4

| Reference | Date | Details |
|-----------|------|---------|
|           |      |         |

## **PLANNING REGISTER SCHEDULE**

The local authority makes planning records readily available from [DD MM YYYY] only. The records have been searched back to that date only.

| Reference | Decision | Date | Details |
|-----------|----------|------|---------|
|           |          |      |         |

*This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search request.*

## **BUILDING REGULATIONS SCHEDULE**

The local authority makes building control records readily available from [DD MM YYYY] only. The records have been searched back to that date only.

| Reference | Decision | Date | Details |
|-----------|----------|------|---------|
|           |          |      |         |

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Dated:

Address:

## QUESTION

### 1. PLANNING AND BUILDING REGULATIONS

#### 1.1. Planning and Building Regulation Decisions and Pending Applications

Which of the following relating to the property have been granted, issued or refused or (where applicable) are subject of pending applications:-

- (a) a planning permission
- (b) a listed building consent
- (c) a conservation area consent
- (d) a certificates of lawfulness of existing use or development
- (e) a certificates of lawfulness of proposed use or development
- (f) a certificate of lawfulness of proposed works for listed buildings
- (g) a heritage partnership agreement
- (h) a listed building consent order
- (i) a local listed building consent order
- (j) a building regulations approval
- (k) a building regulation completion certificate and
- (l) any building regulation regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

How can copies of any of the above be obtained?

#### 1.2. Planning Designations and Proposals

What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

### 2. ROADS AND PUBLIC RIGHTS OF WAY Roadways, footways and footpaths

2.1 Which of the roads, footways and footpaths abutting the property are:

- (a) highways maintainable at public expense;
- (b) subject to adoption and, supported by a bond or waiver
- (c) to be made up by a local authority who will reclaim the cost from the frontages
- (d) to be adopted by a local authority without reclaiming the cost from frontages

#### Public rights of way

2.2 Is any public right of way which abuts on, or crosses the property, shown in a definitive map or revised definitive map?

2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on the Register?

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?

2.5 If so, please attach a plan showing the approximate route

### 3. OTHER MATTERS

**Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property?**

**How can copies of relevant documents be obtained?**

#### 3.1. Land required for Public Purposes

Is the property included in land required for public purposes?

#### 3.2. Land to be acquired for Road Works

Is the property included in land to be acquired for road works?

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## ANSWER

### 1.

#### 1.1.

- (a) None
- (b) None
- (c) None
- (d) None
- (e) None
- (f) None
- (g) None
- (h) None
- (i) None
- (j) None
- (k) None
- (l) None

*Informative: (1) This reply does no cover other properties in the vicinity of the property. (2) 1.1 (l) includes – heat producing gas appliances; oil fired combustion devices; oil storage tanks and heating and hot water services systems connected to them; certain solid fuel burning appliances and heating and hot water service systems connected to them; air conditioning or ventilation systems; lighting or electric heating systems; certain electrical installations and sanitary ware or washing facilities*

By writing to the Planning and Building Control Departments

#### 1.2.

Note: This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

Adopted 20.01.2016

### 2.1

*Note: If a road, footpath or footway is not a highway, there may be no right to use it. We cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.*

- (a)
- (b) None
- (c) None
- (d) None

*Additional unrecorded rights of way may exist other than those shown on the definitive map. If in doubt please contact Highways Department.*

2.2 None

2.3 None

2.4 None

2.5 N/A

### 3.

#### 3.1.

No

#### 3.2

No

### 3.3. Drainage Agreements and Consents

- (a) Is the property served by a sustainable urban drainage system (SuDS)?
- (b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?
- (c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

### 3.4. Nearby Road Schemes

Is the property (or will it be) within 200 metres of any of the following?

- (a) the centre line of a new trunk road or special road specified in any order, draft order or scheme
- (b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway
- (c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving (i) construction of a roundabout (other than a mini roundabout), or (ii) widening by construction of one or more additional traffic lanes;
- (d) the outer limits of (i) construction of a new road to be built by a local authority, (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes
- (e) the centre line of the proposed route of a new road under proposals published for public consultation
- (f) the outer limits of (i) construction of a proposed alteration or underpass, flyover, footbridge, elevated road or dual carriageway, (ii) construction of a roundabout (other than a mini roundabout) , (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation.

*Note: A mini-roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.*

### 3.5. Nearby Railway Schemes

- (a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?
- (b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

### 3.6. Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths abutting the property and are within 200 metres of the boundaries of the property?

- (a) permanent stopping up or diversion
- (b) waiting or loading restrictions
- (c) one way driving
- (d) prohibition of driving
- (e) pedestrianisation
- (f) vehicle width or weight restriction
- (g) traffic calming works including road humps
- (h) residents parking controls
- (i) minor road widening or improvement
- (j) pedestrian crossings
- (k) cycle tracks
- (l) bridge building

### 3.3.

*Informative: Many Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System."*

- (a) No
- (b) No
- (c) No

### 3.4.

- (a) No
- (b) No
- (c) No
- (d) No

- (e) No
- (f) No

### 3.5.

- (a) No
- (b) No

### 3.6.

*In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Council.*

- (a) No
- (b) No
- (c) No
- (d) No
- (e) No
- (f) No
- (g) No
- (h) No
- (i) No
- (j) No
- (k) No
- (l) No

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**3.7. Outstanding Notices**

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in the form?

- (a) building works
- (b) environment
- (c) health and safety
- (d) housing
- (e) highways
- (f) public health
- (g) flood and coastal erosion risk management

**3.7.**

- (a) No
- (b) No
- (c) No
- (d) No
- (e) No
- (f) No
- (g) Please refer to Environment Agency

**3.8. Contravention of Building Regulations**

Has a local authority authorised in relation to the property and proceedings for the contravention of any provision contained in Building Regulations?

**3.8.**

No

**3.9. Notices, Orders, Directions and Proceedings under Planning Acts**

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following?

- (a) an enforcement notice
- (b) a stop notice
- (c) a listed building enforcement notice
- (d) a breach of condition notice
- (e) a planning contravention notice
- (f) another notice relating to breach of planning control
- (g) a listed building repairs notice
- (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation
- (i) a building preservation notice
- (j) a direction restricting permitted development
- (k) an order revoking or modifying a planning permission
- (l) an order requiring discontinuance of use or alteration or removal of building or works
- (m) a tree preservation order
- (n) proceedings to enforce a planning agreement or planning application

**3.9.**

- (a) No
- (b) No
- (c) No
- (d) No
- (e) No
- (f) No
- (g) No
- (h) No
- (i) No
- (j) No
- (k) No
- (l) No
- (m) No
- (n) No

**3.10. Community infrastructure levy (CIL)**

(a) Is there a CIL charging schedule?  
 (b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following: -

- (i) a liability notice?
- (ii) a notice of chargeable development?
- (iii) a demand notice?
- (iv) a default liability notice?
- (v) an assumption of liability notice?
- (vi) a commencement notice?
- (c) Has any demand notice been suspended?
- (d) Has the Local Authority received full or part payment of any CIL liability?
- (e) Has the Local Authority received any appeal against any of the above?
- (f) Has a decision been taken to apply for a liability order?
- (g) Has a liability order been granted?
- (h) Have any other enforcement measures been taken?

**3.10.**

- (a) Yes
- (b)
- (i) No
- (ii) No
- (iii) No
- (iv) No
- (v) No
- (vi) No
- (c) No
- (d) No
- (e) No
- (f) No
- (g) No
- (h) No

**3.11. Conservation Area**

Do the following apply in relation to the property?

- (a) the making of the area Conservation Area before 31 August 1974
- (b) an unimplemented resolution to designate the area a Conservation Area

**3.11.**

No  
 No

**3.12. Compulsory Purchase**

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

**3.12.**

No

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### 3.13. Contaminated Land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property)

- (a) a contaminated land notice
- (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990
  - (i) a decision to make an entry
  - (ii) an entry
- (c) Consultation with the owner or occupier of the property conducted under s.78G(3) of the Environmental Protection Act 1990 before the service of remediation notice.

### 3.14. Radon Gas

Do records indicate that the property is in a "Radon Affect Area" as identified by the Health Protection Agency?

### 3.13.

*A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.*

- (a) None – however we recommend an environmental report. Please contact us for more details
- (b)
  - (i) No
  - (ii) No
- (c) Refer to vendor

### 3.14.

The property does not lie within a Radon Affected Area.

*The existence of a Radon affected area does not indicate the presence of Radon Gas in any particular property*

*If the above reply is **YES** you are advised to note the following: Radon Affected Areas are designated by the National Radiological Protection Board. It is recommended that the level of radon gas should be measured in all properties with Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether radon levels have been measured in the property; whether the results were at or above the Action Level (prescribed by the NRPB) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures. A guide containing further information about Radon Affected Areas is available free from DEFRA Warehouse Publications, Admail 6000, London SW1A 2XX (tel 08459 556000, fax 0208957 5012) or from DEFRA Radioactive Substances Division, Zone 4/E7, Ashdown House, 123 Victoria Street, London SW1E.*

### 3.15. Assets of Community Value

(a) Has the property been nominated as an asset of community value?

If so:-

- (i) Is it listed as an asset of community value
  - (ii) Was it excluded and placed on the "nominated but not listed" list?
  - (iii) Has the listing expired?
  - (iv) Is the Local Authority reviewing or proposing to review the listing?
  - (v) Are there any subsisting appeals against the listing?
- (b) If the property is listed:
- (i) Has the local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?
  - (ii) Has the Local Authority received a notice of disposal?
  - (iii) Has any community interest group requested to be treated as a bidder?

### 3.15.

- (a) No
  - (i) No
  - (ii) No
  - (iii) Not applicable
  - (iv) Not applicable
  - (v) Not applicable
- (b)
  - (i) Not applicable
  - (ii) Not applicable
  - (iii) Not applicable

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## **L&A Agency Services Limited Search Reports Terms & Conditions of Business - Definitions**

1. In these terms and conditions, the following words shall have the following meanings:

'We', 'us' and 'our' are references to L&A Agency Services Limited.

'Report' means local land charges report and additional enquires on standard form prepared by us in respect of the Property.

'Property' means the address or location supplied by the Customer or Client in the Order for the Report, or as marked on a plan supplied by the client or Land Registry for the purpose of the search report.

The 'Local Authority' means the local authority referred to in the Report.

'Order' means any request completed by the Customer or Client requesting the Report.

'Customer' means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the Client.

'Client' means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

### **Agreement**

2. We agree to supply the Report to the Client subject to these terms, specifically and in addition to our general terms & conditions where they do not conflict with these terms in which case these shall take precedence, and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

### **The Search Report**

3. We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:

3.1 In providing search reports and services L&A Agency Services Ltd will comply with the Search Code

3.2 The information in the Report reflects that available to us on the date the Report was produced. This is the date the report is in its final state and available for the client.

3.3 The information contained in a Report is correct on the date on which it was prepared, and can, and often does change on a regular basis and we cannot be responsible to the Client for any change in the information or for any inaccuracies, omissions or errors on a public register after the date on which the Report was produced.

3.4 The Report may be used only in relation to individual domestic and commercial property transactions only.

3.5 The Report is intended for the personal use of the Client in a residential transaction and not for any other purpose or resale.

### **Liability and Insurance**

4. We shall not be liable for any acts or omissions of any party for whom we are not responsible.

### **Insurer(s):**

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Insurer: RSA, 20 Fenchurch Street, London, EC3M 3AU

Policy No: RSPI1001952

The Local Authority will be liable for any negligent or incorrect entry in the records searched. However, we have specialist search insurance that also covers this risk.

L&A Agency Services Limited will be liable for any negligent or incorrect interpretation of the records searched.

L&A Agency Services Limited will be liable for any negligent or incorrect recording of that interpretation in the search report.

### **Price and Payment**

6. The price payable for the Report is exclusive of VAT, unless otherwise stated.

6.1 Unless the Client has an account with us for payment of the Reports, we must receive payments for Reports in full before the Report is produced.

### **Confidentiality**

7. All instructions and information received by us shall be dealt with by us in strictest confidence.

### **Copyright**

8. The copyright and intellectual property rights in the Report shall remain our property.

8.1 The Client agrees to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.

8.2 The Client agrees to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 8 and 8.1.

### **Complaints scheme**

9. We have a formal written complaints procedure for handling complaints speedily and fairly. If you have a complaint please contact us via post, phone, fax or email.

9.1 Independent dispute resolution - If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website [www.tpos.co.uk](http://www.tpos.co.uk), email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision. The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP. Tel: 01722 333306. Fax: 01722 332296. Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

### **General**

10. If any term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining terms will continue in full force and effect.

10.1 These terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts. These are effective from 1<sup>st</sup> August 2007 and subject to revision without notice.

### **Contractual Relationships**

11. L&A Agency Services Limited maintains contractual relationships with clients and suppliers who are involved in the conveyancing process in the UK; To the knowledge of the company no person who;

a. Conducted the search

b. Prepared the search report

has any undeclared interest, personal or business relationship with any persons involved in the sale of the property. L&A Agency Services Limited cannot accept any liability for failing to disclose these relationships where the involvement of any of the parties in the transaction was not made known to L&A Agency Services Limited at the time of compiling the search.

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## PROPERTY CODES COMPLIANCE BOARD – (PCCB)

### **Data and Information Sources**

1. All information within this search is obtained from Local Authority records registers & databases, from published local plans and information supplied by Council Officers and other legitimate sources including our own records, which we retain for at least 15 years from date of search. See below for 'Sources of Information'.
2. Copies of published documents may be obtained from the Local Authority in which the search was undertaken and in many cases a fee will need to be paid to them.
3. To the best of our knowledge no person employed by L&A Agency Services Limited, involved in the preparation or compilation of this report, is connected with any person involved in the sale of the property herein either on a business or personal relationship. If such a connection was to arise, L&A Agency Services Limited would make this known to the client before the search is undertaken if such an event becomes known to us.

### **COMPLAINTS PROCEDURE**

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to:

Alex Griffin  
L&A Agency Services Limited  
51 Madeira Avenue, Bromley, BR1 4AR  
P: 020 8460 8459  
F: 020 8460 8174  
alex@lawagents.co.uk

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

### **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by L&A Agency Services Limited, 20 Station Road, Radyr, Cardiff, CF15 8AA, Tel: 020 8460 8459, Fax: 020 8460 8174, Email: [alex@lawagents.co.uk](mailto:alex@lawagents.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered [search](#) firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

### **The Code's core principles**

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

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## COMPLAINTS

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

**Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.**

### **TPOs Contact Details:**

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Web site: [www.tpos.co.uk](http://www.tpos.co.uk)  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

**PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE**

## **Sources of Information**

COUNCIL:

This search has been answered using data from local authority statutory public records and other relevant data sources:

Inspection of the Local Land Charges Register

Inspection of the Planning Register

Inspection of Building Control records

Inspection of the Local or Unitary Development Plans

Inspection of the Register of Adopted Highways

Inspection of the Councils Transport & Policies Program

Enquiries made verbally to a member of the Council.

Enquiries made of an Internal Proprietary Database (IPD).

Inspection of the Enforcement, Stop and breach of Conditions Register

Inspection of the Tree Preservation Order Register

Inspection of the Conservation Order Register

Inspection of the Contaminated Land Register

Inspection of the Community Infrastructure Levy charging zones

Inspection of Assets of Community Value register

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## **INFORMATION ACCURACY INDEMNITY BLOCK POLICY (RESIDENTIAL AND COMMERCIAL)**

### **To the Policyholder/Intermediary**

A copy of this document must be provided to the insured (including any lender which is insured by the Policy) before conclusion of the insurance contract.

*If you are a solicitor, you should provide a copy of this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the Financial Services Authority (FSA) or otherwise licensed (where applicable) to provide insurance mediation activities.*

**If you are a broker,** you should disclose this document in accordance with the FSA rules.

### **To the Insured**

This document provides a summary of the cover provided under the Policy purchased. It does not contain the full terms and conditions of the Policy and you should therefore read this summary in conjunction with the full Policy wording which is available upon request from L&A Agency Services Limited (L&A) to ensure you are fully aware of the terms and conditions of the cover provided.

#### **The Underwriter of this Policy is:-**

Stewart Title Limited ('ST') of 6 Henrietta Street, 3<sup>rd</sup> Floor, Covent Garden, London WC2E 8PS ('ST's address').

#### **The Policyholder is:-**

Northcott Beaton Ltd and shall include L&A Agency Services Limited (L&A)

#### **Summary of insurance and cover provided by this Policy.**

If you are a Buyer (as defined by the Policy) who has requested or has been provided with a personal local search provided by L&A ('the Search') or if you are a lender to the Buyer or are lending in a remortgage this is an indemnity policy relating to the Search. In some circumstances, L&A will not have been able to obtain the answer to certain questions in CON 29R of the Search from the Local Authority or may not have answered certain questions in CONR and so has sought to arrange insurance for you against any possible adverse entry had the question been answered or information provided in the usual way. If an answer to the particular question has been provided in the Search then the cover under this Policy will not apply unless the answer given is incorrect, due to the negligence of or an error by the Local Authority in question or, subject to exclusions, by L&A).

If you are a Buyer cover is for your loss being: the difference in market value of the Property with and without the Adverse Entry as at the date of the Search, or the amount of any undisclosed financial charge registered against the property, or any damages or costs you incur in altering or demolishing the property or any part of it because of enforcement action or threat thereof by the local planning authority, and/or any other costs incurred to mitigate the effect of the Adverse Entry. If you are a Lender the cover is for the Deficit you suffer as a result of the Adverse Entry. The Maximum Liability is the lesser of the purchase price in the case of a purchase or the mortgage advance in the case of a remortgage scenario, or £2million.

#### **Key features or benefits under this Policy.**

This is an indemnity insurance policy the purpose of which is to protect you so that you are reimbursed with the financial loss you incur. Subject to the terms and conditions of the Policy the cover seeks to put you back in the same position you were in prior to the claim. There is a Maximum Liability which we will pay and this is explained in the Policy.

#### **Key Conditions and Exclusions.**

Key conditions:-

- You must notify us immediately of any Adverse Entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by ST to mitigate any loss or potential loss arising as a result of the Adverse Entry.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- This Policy does not cover any loss which is insured by any other policy of insurance save for any applicable excess liability under such other policy.
- Any act or omission by you, which in whole or part induces a claim under this Policy, will prejudice your position and could void the Policy.
- You or your advisors should not take any steps to compromise or settle a claim without ST's prior written consent.
- It is a condition precedent to any liability on ST that the Insured and the Policyholder have observed the conditions and warranties of the Policy.

Key exclusions; you are not insured:-

- for any Adverse Entry known to you or your advisors at the date of cover or where you know the answer given is incorrect or
- for any loss howsoever caused for which L&A has the benefit of professional indemnity insurance for errors and omissions with another insurer whether or not that insurer has accepted liability, save where L&A is no longer in existence and there is not in place run-off cover with another insurer.
- where, had the question been answered at the date of the search, there would have been no Adverse Entry.
- Where the property has a commercial use for any lack of an answer where the question is contained in CON29 (O)

A full list of Conditions and Exclusions is contained in the Policy.

Report Reference:  
Dated:

Address:

**What is the Policy term?**

There is no fixed term – the Policy continues until you are no longer the owner or when the mortgage is redeemed.

**Updating the cover.**

ST can consider requests to increase or extend cover. ST will not however provide advice thereon or recommend how you should proceed. You will need to make your own decisions about how to proceed and we recommend that you seek advice from your advisor and/or the Policyholder.

**Rights of cancellation.**

*You have a right to cancel the contract within 14 days of its commencement or receipt of the Policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the Policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.*

**Claims under this Policy**

If you wish to notify a claim under this Policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at ST's address.

**What if you have a complaint?**

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor' at ST's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

**The Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 7<sup>th</sup> Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Report Reference:  
Dated:

Address: